

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES DEPARTMENT OF
AGRICULTURE
(Farm Service Agency)

Plaintiff

v.

NICOLAS TIBURCIO RIVERA, IRMA
DAVILA ESTRADA, and their
Conjugal Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage
In Rem

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States Department of Agriculture-Farm Service Agency (USDA-FSA), through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, through the Farm Service Agency, an agency of the United States of America organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq., is the owner and holder of two (2) promissory notes that affect the two (2) properties described further below.
3. The first promissory note was subscribed for the amount of

\$32,750.00, with annual interest of 4.5%, on May 18, 1990.
See Exhibit 1.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 164. *See Exhibit 2.*
5. On April 22, 1997, the promissory note for \$32,750.00 was modified, to the amount of \$30,396.06, under the terms and conditions stipulated and agreed therein, through Deed No. 34. *See Exhibit 3.*
6. Plaintiff is also the owner and holder of a promissory note for the amount of **\$90,000.00**, with annual interest of 5%, signed on June 19, 1991. *See Exhibit 4.*
7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 163. *See Exhibit 5.*
8. On April 22, 1997, the promissory note for \$90,000.00 was modified, to the amount of \$106,758.68, under the terms and conditions stipulated and agreed therein, through Deed No. 34. *See Exhibit 3.*
9. According to the Property Registry, the defendants herein

appear as owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

- a. URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el #3, en el plano de inscripción. Con un área superficial de 4,972.6620 metros cuadrados, equivalentes a 1.2652 cuerdas. En lindes por el NORTE, con carretera municipal; por el SUR, con solar A-33, perteneciente a Angelo Sánchez; con solar A-34, perteneciente a José Castro; con el solar A-35, perteneciente a Noraida Meléndez; con el solar A-36, perteneciente a José Rodríguez; con solar A-37, perteneciente a Millie Romero; con solar A-38, perteneciente a Rafael Santiago; con el solar A-39, perteneciente a Wanda Seguí; y con solar A-40, perteneciente a Rafael Ramos, todos de la urbanización Altamira; por el ESTE, con terrenos de la Sucesión de Nicolás Tiburcio Martínez; y por el OESTE, con parcela #2, perteneciente a Nicolás Tiburcio.

PROPERTY NO. 12,863, recorded at page 155 of volume 301, Property Registry of Fajardo, Puerto Rico.

See Title Search attached as Exhibit 6.

- b. URBANA: Parcela de terreno radicada en el Barrio Quebrada de Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el número 1 en el plano de inscripción, con un área superficial dos mil quinientos treinta y siete punto nueve mil trescientos ochenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (0.6457) cuerdas. En lindes por el NORTE, con la parcela número cuatro (4) propiedad del señor Bonilla y la parcela A, propiedad del señor José Velilla; por el SUR, con la Urbanización Altamira; por el ESTE, con la parcela número dos (2) propiedad del señor Nicolás Tiburcio; y por el OESTE, con terrenos del señor Jimmy Sosa.

PROPERTY NO. 12,861, recorded at page 145 of volume 301, Property Registry of Fajardo, Puerto Rico.

See Title Search attached as Exhibit 7.

10. Plaintiff files the instant complaint as an *In Rem* judicial foreclosure claim since debtors obtained a discharge -through CASE 03-BK-09159- from the Bankruptcy Court regarding the amounts mentioned further on.
11. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
12. Therefore, the agreements are due in full, with the following amounts, as to December 18, 2020:
 - a) On the \$32,750.00 Note, as modified:
 - 1) The sum of \$30,396.06, of principal;
 - 2) The sum of \$26,547.39, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$3.1229;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed

under the mortgage obligation.

b) On the \$90,000 Note, as modified:

- 1) The sum of \$106,758.68, of principal;
- 2) The sum of \$124,343.71, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$14.6245;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

See Exhibit 8.

13. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the property described in this complaint.

14. Defendants are not presently active in the military service for the United States. *See Exhibit 9.*

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 8 day of January, 2021.


Jacqueline LaZu

Digitally signed by JACQUELINE LAZU
DN: c=US, o=U.S. Government, ou=Department of Agriculture,
ou=JACQUELINE LAZU, email=JACQUELINE.LAZU@aphis.usda.gov,
Date: 2021.01.08 22:18:56 -0400
Adobe Acrobat version: 2020.013.20074

JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, plaintiff demands judgment as follows:

- a) That defendants breached the contractual obligations claimed in this complaint;
- b) All legal rights, titles and interests which the defendants may have in the property(ies) described in this complaint and any building or improvement thereon, be sold at public auction, as part of the judicial foreclosure of the mortgage lien(s) securing each loan obligation;
- c) That the defendants and all persons claiming or who may claim by, from or under them, be absolutely barred and foreclosed from all rights and equity of redemption in and to said loan security;
- d) If the proceeds of said sale exceeds the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court, subject to further orders from the Court;
- e) Once the property is auctioned and sold, it is requested to the Clerk of this Court to issue a writ addressed to the Registry of the Property, ordering the cancellation of the foreclosed mortgage(s) and of any other junior liens recorded therein;

f) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on January 11, 2021.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 3908
GUAYNABO, PR 00970
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

PROMISSORY NOTE

Name NICOLAS TIBURCIO RIVERA		<input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State Puerto Rico	County Fajardo	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Case No. 63-38-500	Date May 18, 1990	
Fund Code	Loan No.	

E-MAIL 10401710 40089

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

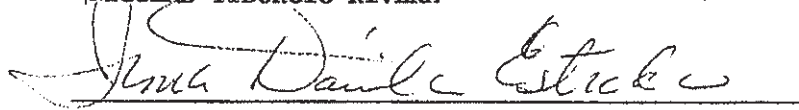
DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


 NICOLAS TIBURCIO RIVERA (Borrower)


 IRMA DAVILA ESTRADA (Borrower)

P. O. Box 715

Fajardo, Puerto Rico 00648

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

Fórmula FmHA 427-1(S) PR
(Rev. 10-82)

-----NUMERO CIENTO SESENTA Y CUATRO-----
NUMBER

-----HIPOTECA VOLUNTARIA-----
VOLUNTARY MORTGAGE

En la ciudad de Luquillo, Puerto Rico, hoy día -----
la
dieciocho (18) del mes de mayo del año mil novecientos
noventa (1990).-----

-----ANTE MI-----
BEFORE ME

-----CARLOS L. DAVILA COCA-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Fajardo,
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico----- y oficina en Luquillo, Puerto Rico,-----
and office in Puerto Rico.

-----COMPARECEN-----
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.-----
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.-----
voluntary mortgage.

-----EXPONEN-----
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens-----

especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.

TERCERA: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-
America, acting through the Farmers Home Administration,-----

es denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----

Forma FmHA 427-1(S) PR
(Rev. 10-82)

quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
 interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad,
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
 In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-
 thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
 mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
 with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
 attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del Cuatro y Medio
subparagraph shall bear interest at the rate of

por ciento (4 1/2 %)
per cent (%)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
advance made by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
claims and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
 mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
 stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
 until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
 (Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
 with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
 to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
 place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
 by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
 to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
 first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
 payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
 indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
 determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
 (Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
 for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
 (Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
 and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
 Under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
 (Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
 by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
 erty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
 fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
 approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
 (Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
 necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
 permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

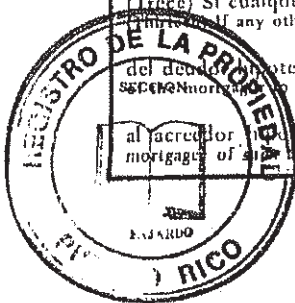
mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of said action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
 may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
 interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
 proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
 by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----
 for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
 should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
 mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
 to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
 the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
 costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
 by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----
 in what ever order and manner mortgagee may determine,-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
 (Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
 may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
 a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos
 rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
 mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.-----
 purchase any necessary shares of stock in the cooperative agency in regard to said loan,-----

(Dieciséis) Si el incumplimiento de cualesquiera de las obligaciones garantizadas
 (Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
 by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
 mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
 with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
 or in any supplementary agreement, or die or be declared an -----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

sin afectar el gravamen impuesto sobre los bienes o la prioridad del and without affecting the lien created upon said property or the priority of

graviado, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli any time (one) waive the performance of any covenant or obligation

ción aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over-----

dichos bienes.-----
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-----
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,-----

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.-----
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,-----

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.-----
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DOLARES
of
(\$32,750.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré TREINTA Y DOS MIL
should assign this mortgage without insurance of the note,

SETECIENTOS CINCUENTA DOLARES (\$ 32,750.00)
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

cuatro y medio por ciento (4 1/2 --- 0/0) anual;
per cent (4 1/2 --- 0/0) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) TREINTA Y DOS MIL SETECIENTOS CINCUENTA -----
(A)

----- DOLARES (\$ 32,750.00)-----
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----

Three:-----

(B) CUARENTA Y NUEVE MIL CIENTO VEINTICINCO-----
(B)

----- DOLARES (\$ 49,125.00)-----
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.-----

sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:-----

Three. In any event and at all times whatsoever:-----

(A) TRECE MIL CIEN DOLARES -----
(A)

(\$ 13,100.00-----) para intereses después de mora:-----

(\$) for default interest:-----

(B) SEIS MIL QUINIENTOS CINCUENTA DOLARES -----
(B)

(\$ 6,550.00-----) para contribuciones, seguro y otros adelantos para la con-
for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO. Tercero:-----

SIXTH. Three:-----

(C) TRES MIL DOSCIENTOS SETENTA Y CINCO DOLARES -----
(C)

(\$ 3,275.00-----) para costas, gastos y honorarios de abogado en caso
(\$) for costs, expenses and attorney's fees in case-----

de ejecución:-----

of foreclosure:-----

(D) TRES MIL DOSCIENTOS SETENTA Y CINCO DOLARES -----
(D)

(\$ 3,275.00-----) para costas y gastos que incurriere el acreedor hipoteca-
(\$) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----

provided in paragraph (SIXTH, Thirteen.-----

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(Rev. 10-82)

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número Sesenta y Tres Guión Treinta y
"Promissory note executed in case number
Ocho Guión

Don't
(
dated the

dieciocho (18) de mayo de mil novecientos
day of nineteen hundred and

noventa (1990) por la suma de TREINTA Y DOS MIL
in the amount of

SETECIENTOS CINCUENTA (\$32,750.00) dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del Cuatro y Medio-
interest over the unpaid balance at the rate of

{ 4 1/2% } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los treinta (30) and payable

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:



--- URBANA: Parcela de terreno radicada en el Barrio--
Quebrada Fajardo, del término municipal de Fajardo, ---
Puerto Rico, marcado con el número Tres (3) en el plano
de inscripción, compuesto de Uno Punto Cero Sesenta y --
Cinco (1.065) Cuerdas de terreno, equivalentes a CUATRO
MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE--
(4,184.099) METROS CUADRADOS. En lindes por el Norte,--
con la parcela 'A'; por el Sur, con la Urbanización ---
Altamira; por el este, con la parcela 'A', parcela 'B'--
y Nicolás Tiburcio; y por el Oeste, con la parcela ----
Nicolás Tiburcio (A').

--- Inscrita al folio Ciento Cincuenta y Cinco (155),--
del tomo Trescientos Uno (301) de Fajardo, finca número--
Doce Mil Ochocientos Sesenta y Tres (12,863), en el ---
Registro de la Propiedad de Puerto Rico, Sección de ---
Fajardo.-----

Adquirió el prestatario la descrita finca por compra a los esposos ----
Borrower acquired the described property by
Nicolás Tiburcio Martínez y Lydia María Rivera Calderón,

según consta de la Escritura Número Treinta y Siete (37).-----
pursuant to Deed Number

de fecha diecinueve (19) de febrero de mil novecientos --
dated
ochenta y ocho (1988),-----

otorgada en la ciudad de Fajardo, Puerto Rico,-----
executed in the city of

ante el Notario Público Licenciado Néctor Robles Abraham.---
before Notary

Dicha propiedad se encuentra afecta a Hipoteca en garantía de---
Said property is

Pagará a favor de Banco Popular de Puerto Rico, por la--
suma de CINCUENTA Y DOS MIL DOLARES (\$52,000.00), más--
intereses a razón del New York Prime Rate, con venci---
miento a la presentación, según la escritura número ---
Ciento Treinta y Dos (132) del seis de mayo de mil nove-
cientos ochenta y ocho ante el Propio Fedatario.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors -----

carios DON NICOLAS TIBURCIO RIVERA, seguro social número
are [REDACTED] y DONA IRMA
DAVILA ESTRADA, seguro social número [REDACTED]
[REDACTED]

cuya dirección postal es: Apartado Setecientos Quince (715),----
whose postal address is:

Fajardo, Puerto Rico, Cero Cero Seis Cuatro Ocho (00648).

--- Manifiestan los Deudores Hipotecarios que son mayo-
res de edad, casados entre sí, propietarios y vecinos--
de Fajardo, Puerto Rico.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----

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(Rev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTH: The mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

ma F
iv. 1

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this instrument within the next sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) -
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)



Forma FmHA 427-1(S) PR
Rev. 10-82)

-----ACEPTACION-----
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

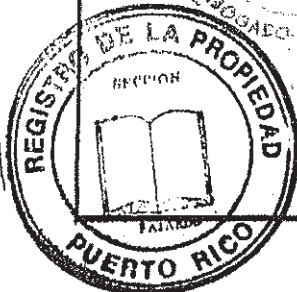
--- FIRMADO: Nicolás Tiburcio Rivera-----
Irma Dávila Estrada-----

---Firmado, signado, sellado y rubricado:-----
CARLOS L. DAVILA COCA-----

--- Cancelados en el original los correspondientes
sellos de Rentas Internas y del impuesto notarial.
Aparecen estampadas las iniciales del (los) -----
otorgante (s) y la rúbrica y sello del infrascrito
notario en todos los folios del original.-----

--- Es copia fiel y exacta del original obrante en
mi protocolo corriente de instrumentos públicos, -
el cual consta de diecisietefolios y al cual -----
me remito. En fe de ello y a petición de la parte
interesada, Estados Unidos de América,-----
expido la presente primera copia certificada en la
misma fecha de su otorgamiento dejando Nota de ---
Saca al margen de la Escritura Matriz. DOY FE.---

NOTARIO PUBLICO



Inventa al:

Lomo: 301 Ido

Folio: 156^{ob}

Linea: 12,863

cm. 174.

Afecta a hipoteca a favor del
Banco Popular de P.R. por \$52,000.00
y esta que se constituye en este do.
Fajardo 28 agosto 1996

S. 10.

Quiza
Registrado



Exhibit 3

09/30/2003 13:30 187/40 10
 A) Parcela 3 Bo. Quebrada Fajardo
 4,184.994/c
 Inicart # 12,863
 Parcela #1 Bo. Quebrada Fajardo
 3930.366 1/2
 Inicart # 12,861

Registro de la Propiedad
 Soc. de Fajardo

Asiento 225
 Diario 108
 Hora 10:52
 Fecha 29/abril/97

A-188 12863
 D-284

A-757- A-408
 D-281 D-288

REVISADO

INVENTARIO



ESCRITURA NÚMERO TREINTA Y CUATRO (34)-----

-----REAMORTIZACION DE PRESTAMO HIPOTECARIO-----

-----Y MODIFICACION DE HIPOTECA-----

---En la Ciudad de Canovanas, Puerto Rico, al Vigésimo Segundo (22do) día del mes de abril del año Mil Novecientos Noventa y Siete (1997).-----

-----ANTE MI-----

---REGALADO LOPEZ CORCINO, Abogado y Notario Público, en y para todo el Estado Libre Asociado de Puerto Rico; con residencia en Carolina y estudio abierto en Vieques, Puerto Rico.-----

-----COMPARECEN-----

---DE LA PRIMERA PARTE: Don NICOLAS TIBURCIO RIVERA, cuyo Número de Seguro Social es y Doña IRMA DAVILA ESTRADA, cuyo Número de Seguro Social es : ambos mayores de edad, casados entre sí, propietarios y vecinos de Fajardo, Puerto Rico; en adelante denominados como LOS DEUDORES HIPOTECARIOS.-----

---DE LA SEGUNDA PARTE: ESTADOS UNIDOS DE NORTE AMERICA, actuando por conducto de la firm Service Agency, antes "Administración de Hogares de Agricultores ", a tenor con las disposiciones de la Ley del Congreso titulado "consolidated Farm and Rural Development Act", con oficinas principales en Washington - distrito de Columbia, Estados Unidos de Norte América, representado en este acto por DON ALVIN GONZALEZ RIVERA, cuyo Número de Seguro Social es : , mayor de edad, casado con doña Nancy Janice Diaz Morales, empleado y vecino de Cayey, Puerto Rico en su carácter de Supervisor de la Agencia Federal antes mencionada y cuyas facultades constan debidamente acreditadas en el correspondiente Registro de la Propiedad; Seguro Social Patronal : ; en adelante denominado EL ACREEDOR HIPOTECARIO.-----

-----DOY FE-----

---Del conocimiento personal de las partes comparecientes y por sus dichos, de su mayoría, estado civil, profesión y vecindad.-----

—Me aseguran tener, y a juicio tienen la capacidad legal necesaria para efectuar el presente otorgamiento, y en tal virtud, libre y espontáneamente:-----

-----EXPONEN-----

—PRIMERO: Que LOS PRESTATARIOS son dueños en pleno dominio de los siguientes inmuebles:-----

—(A). —URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número TRES (3) y compuesto de Uno Punto Cero Sesenta y cinco (1.065) Cuerdas, equivalentes a CUATRO MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE (4,184.099) METROS CUADRADOS. En lindes por el Norte, con la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela 'B' y propiedad de Nicolás Tiburcio; y por el Oeste, con la parcela número DOS (2).-----

—INSCRITA al Folio 155 Vuelto, del Tomo 301 de Fajardo, Finca Número 12,863, Registro de la Propiedad, Sección de Fajardo.-----

—Manifiestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la Escritura Número Treinta y Siete (37), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de febrero de Mil Novecientos Ochenta y Ocho (1988), ante el Notario Néstor Robles Abraham y que la misma se encuentra afecta a Hipoteca en Garantía de Pagare a favor de Estados Unidos de América, o a su orden, por la suma de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DOLARES (\$32,750.00), más intereses a razón del CUATRO Y MEDIO PORCIENTO (4.5%) anual, con vencimiento a los Treinta (30) años, según consta de la Escritura Número Ciento Sesenta y Cuatro (164), otorgada en Luquillo, Puerto Rico, el día Dieciocho (18) de mayo de Mil Novecientos Noventa (1990), ante el Notario Público Carlos L. Dávila Coca.-----

—(B). —URBANA: Parcela de terreno en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número UNO (1) y con una cabida superficial de Uno Punto Cero Cero (1.00) Cuerdas, equivalentes a TRES MIL NOVECIENTOS TREINTA PUNTO TRESCIENTOS SESENTA Y SEIS (3,930.366) METROS CUADRADOS. En lindes por el Norte, con la parcela número Cuatro (4) y la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela número Dos (2); y por el Oeste, con Carlos Robles.-----



F-37 12117
T-477

---INSCRITA al Folio 145 Vuelto, del Tomo 301 de Fajardo, Finca Número 12,861, Registro de la Propiedad, Sección de Fajardo.-----

---Manifiestan los comparecientes que adquirieron la antes descrita propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la Escritura Número Ciento Cincuenta y Dos (152), otorgada en Fajardo, Puerto Rico, el día Diecinueve (19) de octubre de Mil Novecientos Ochenta y Dos (1982), ante el Notario Público Néstor Robles Abraham y que la misma se encuentra afecta a Hipoteca en Garantía de Pagare a favor de LA CORPORACION DE CREDITO Y DESARROLLO COMERCIAL Y AGRICOLA DE PUERTO RICO, o a su orden, por la suma de DIECISIETE MIL OCHOCIENTOS VEINTE DOLARES (\$17,820.00), más intereses a razón del SIETE PORCIENTO (7%) anual, vencimiento a la presentación, según consta de la Escritura Número Cuatro (4), otorgada en San Juan, Puerto Rico, el día Seis (6) de febrero de Mil Novecientos Noventa y Uno (1991), ante el Notario Público Raúl J. Tous Bobonis.-----

---SEGUNDO: Que ambas propiedades se encuentran afecta a Hipoteca en Garantía de Pagare a favor de Estados Unidos de América, o a su orden, por la suma de NOVENTA MIL DOLARES (\$90,000.00), más intereses a razón del CINCO PORCIENTO (5%) anual, con vencimiento a los siete (7) años, según consta de la Escritura Número Ciento Sesenta y Tres (163), otorgada en Luquillo, Puerto Rico, el día Diecinueve (19) de junio de Mil Novecientos Noventa y Uno (1991), ante el Notario Público Carlos L. Dávila Coca y posteriormente esta obligación fue reamortizada mediante la Escritura Número Doscientos Treinta y Tres (233), con fecha del Ocho (8) de septiembre de Mil Novecientos Noventa y Tres (1993), ante el Notario Público Carlos L. Dávila Coca. Esta deuda así reamortizada arroja un balance de principal e intereses a la fecha de este nuevo otorgamiento del presente Instrumento por la cantidad de CIENTO SEIS MIL SETECIENTOS CINCUENTA Y OCHO DOLARES CON SESENTA Y OCHO CENTAVOS (\$106,758.68).-----

-----REAMORTIZACION Y MODIFICACION-----

---TERCERO: Siguen manifestando LOS DEUDORES-----



HIPOTECARIOS que han convenido con el acreedor hipotecario en reamortizar ambas deudas antes descritas de acuerdo a la Ley del Congreso conocida como FARMERS HOME ADMINISTRATION ACT DE 1961 y llevan a efectos dichas reamortizaciones de conformidad con las siguientes:-----

-----CLAUSULAS Y CONDICIONES-----

---UNA: Ha partir de la fecha de este otorgamiento la deuda cuyo balance es de CIENTO SEIS MIL SETECIENTOS CINCUENTA Y OCHO PUNTO SESENTA Y OCHO DOLARES (\$106,758.68), constituirá un nuevo principal y el mismo acumulará intereses a razón del CINCO PORCIENTO (5%) anual y será dicho principal e intereses repagados en un período de QUINCE (15) años, de la siguiente manera:-----

---a. Tres pagos parciales por la cantidad de TRESMIL TRESCIENTOS SETENTA Y CUATRO DOLARES (\$3,374.00) cada uno, venciendo el primer plazo por dicha cantidad el día Primero (1ero) de enero de Mil Novecientos Noventa y Ocho (1998); el segundo plazo venciendo el día Primero (1ero) de enero de Mil Novecientos Noventa y Nueve (1999); el tercer plazo venciendo el día Primero (1ero) de enero del año Dosmil (2000). Luego se harán trece (13) pagos anuales por la cantidad de DOCE MIL TRESCIENTOS SESENTA Y SIETE DOLARES (\$12,367.00) cada uno, venciendo el primer plazo por esta cantidad el día Primero (1ero) de enero del año Dosmil Uno (2001) y pagos anuales subsiguientes por la misma cantidad venciendo cada uno el día Primero (1ero) de enero de cada año respectivamente, siendo el último plazo vencido y pagadero el día Primero (1ero) de enero del año Dosmil Trece (2013).-----

---DOS: Ha partir de la fecha de este otorgamiento la deuda cuyo balance es de TREINTA MIL TRESCIENTOS NOVENTA Y SEIS DOLARES CON SEIS CENTAVOS (\$30,396.06), constituirá un nuevo principal y el mismo devengará intereses a razón de TRES Y TRES CUARTO PORCIENTO (3.75%) anual y será pagada durante un período de quince (15) años de la siguiente forma:-----



---a. Se diferencian los primeros tres (3) plazos anuales y luego se comenzará hacer pagos por la cantidad de TRESMIL CUATROCIENTOS SETENTA Y OCHO DOLARES (\$3,478.00) cada uno, venciendo el primero plazo por dicha cantidad el día Primero (1ero) de enero del año Dosmil (2000) y plazos subsiguientes por igual cantidad, venciendo cada uno el día Primero (1ero) de enero de cada año subsiguiente, siendo el último plazo vencido y pagadero el día Primero (1ero) de enero del año Dosmil Trece (2013).-----

---CUARTO: Manifiestan los comparecientes NICOLAS TIBURCIO RIVERA e IRMA DAVILA ESTRADA, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este acto, en forma clara, solenne y terminante, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).-----

---QUINTO: Manifiestan de igual manera los comparecientes NICOLAS TIBURCIO RIVERA e IRMA DAVILA ESTRADA, que han convenido con el ACREEDOR HIPOTECARIO que ambas deudas aquí reamortizadas solo modifican algunos de los términos de las deudas originales, pero ello no constituye en ningún caso y bajo ninguna circunstancia una modificación extintiva de las mismas, por lo que los rangos de prioridad de dichas hipotecas conforme surgen los mismos en el REGISTRO DE LA PROPIEDAD no deben ni pueden ser alterados.-----

-----ACEPTACION-----

---Las partes comparecientes aceptan la presente escritura en todas sus partes, por expresar la misma lo por ellos convenido y actuado.-----

-----ADVERTENCIAS-----

---Yo, EL NOTARIO, hice a las partes comparecientes las advertencias y reservas legales de rigor.-----

-----OTORGAMIENTO Y LECTURA-----

---Así lo otorgan ante mí las partes comparecientes, luego de haber -----



Handwritten signatures and initials:
 NDR
 IRMA
 2nd

renunciado al derecho que les advertí tenían para requerir la presencia de testigos instrumentales. Leída esta escritura en todas sus partes por las partes comparecientes y por el NOTARIO FEDENTE en voz alta, y hallándola conforme la ratifican y firman ante mí, en el mismo día natural de su otorgamiento, estampando además sus iniciales en el margen izquierdo de cada uno de sus folios.

---Yo, EL NOTARIO AUTORIZANTE, DOY FE de todo lo consignado anteriormente.

[Handwritten signatures: Regalado Lopez Corcino]

---FIRMADO, SELLADO y RUBRICADO por REGALADO LOPEZ CORCINO, Abogado y Notario Público.

---CANCELADO en el original, los correspondientes Sellos de Rentas Internas, y el Sello de Impuesto Notarial. Aparecen al final la firma y las iniciales de los otorgantes en cada uno de los SEIS (6) FOLIOS del original de esta escritura está sellada y rubricada en todas sus hojas.

REAMORTIZACION DE PRESTAMO HIPOTECARIO
Y MODIFICACION DE HIPOTECA

---CERTIFICO: Que la presente es copia fiel y exacta del original que bajo el número correspondiente obra protocolo general corriente de esta Notaría a mi cargo, al cual me remito y para entregar a:

ESTADOS UNIDOS DE NORTE AMERICA,
"Consolidated Farm and Rural Development Act"
Farmers Home Administration,
representado por Don ALVIN GONZALEZ RIVERA
parte interesada, expido primera copia certificada hoy Vigésimo Segundo (22do) día del mes de abril de Mil Novecientos Noventa y Siete (1997), dejando Nota de Saca al margen de la Escritura Matriz, DOY FE.

Notificado hoy por los fundamentos incluidos en la notificación legajada bajo el número.....

700, P. It. de la de 2006

[Handwritten signature: Regalado Lopez Corcino]
NOTARIO PUBLICO



Les 94

-ACTA NOTARIAL

-COMPARECE

-EXPONE

10/26/19



"ADMINISTRACION DE HOGARES DE AGRICULTORES", a tenor con las disposiciones de la Ley del Congreso titulado "Consolidated Farm and Rural Development Act", con oficinas principales en Washington - Distrito de Columbia, Estados Unidos de América, representado en este acto por **Don ALVIN GONZALEZ RIVERA**, en su carácter de Supervisor de la Agencia Federal antes mencionada y cuyas facultades constan debidamente acreditadas en el correspondiente Registro de la Propiedad; seguro social patronal 80-61-06-4906; EL ACREEDOR HIPOTECARIO.-----

—SEGUNDO: Que en la referida escritura número TREINTA Y CUATRO (34) no se hizo constar por el Notario Infrascrito que a los dos (2) PAGARES a favor de EL DEUDOR HIPOTECARIO; (ESTADOS UNIDOS DE AMERICA) se les anejó la nota acreditativa sobre las modificaciones efectuadas a los mismos.-----

—TERCERO: El Notario Infrascrito por medio de este Instrumento DA FE de que a los dos (2) PAGARES antes referidos en el párrafo SEGUNDO se le anejó una Nota Acreditativa con las modificaciones realizadas a los mismos en términos de balance, tipo de interés y tiempo



de repago, tal como se especifica en la referida escritura/
número TREINTA Y CUATRO (34).-----

---DE TODO LO ANTERIOR expuesto en este
Instrumento YO, el Notario, signo, sello, rubrico,
certifico y DOY FE.-----

---FIRMADO, SELLADO Y RUBRICADO por REGALADO LOPEZ CORCINO,
Abogado y Notario Público.-----

---CANCELADO en el original, los correspondientes Sellos de Retas Internas y el
Sello de Impuesto Notarial. Aparecen al final la firma y las iniciales de los otorgantes
en cada uno de los TRES (3) folios del original de esta Escritura, está sellada y
rubricada en todas sus hojas.-----

ACTA NOTARIAL

---CERTIFICO: Que la presente es primera copia fiel y exacta del original que bajo
el número correspondiente obra protocolo general corriente de esta Notaría a mi cargo,
al cual me remito y para entregar se-----

Don NICOLA TIBURCIO RIVERA y
Doña IRMA DAVILA ESTRADA

parte interesada, expido primera copia certificada hoy octavo (8vo) día del mes de
abril de dos mil (2000), dejando Nota de Seca al margen izquierdo de la Escritura
Matriz, DOY FE.-----

50⁺ B 50⁺
15056147



8

Regalado Lopez Corcino
NOTARIO PUBLICO

Fca. 12,861

Inscrita al folio 37 Tomo

477 de Fajardo, insc. 10ma.

Afecta a las cargas que
surgen del registro. En Fajardura
7 de abril de 2008.

Dns. Exento

[Handwritten signature]
Reg

Fca. 12,863

Inscrita al Sintagma Agora

folio 34 Tomo 477 de Fajardo.

Afecta a las cargas que surgen
del registro. En Fajardura 7 de
abril de 2008.

Dns. Exento

[Handwritten signature]
Reg

N.S. —

CERTIFIED TRANSLATION

DEED NUMBER THIRTY FOUR (34)

RE-AMORTIZATION OF MORTGAGE LOAN AND MODIFICATION OF MORTGAGE

In the City of CANOVANAS, Puerto Rico, today, April 22, 1997.

BEFORE ME

REGALADO LOPEZ CORCINO, attorney and Notary Public, in all and for all the Commonwealth of Puerto Rico with residence and offices in the city of Carolina and open study in Vieques, Puerto Rico.

APPEAR

AS PARTY OF THE FIRST SIDE: DON NICOLAS TIBURCIO RIVERA, Social Security Number _____ and **DOÑA IRMA DAVILA ESTRADA**, Social Security Number _____, of legal age, married to each other, property owners and domiciled in Fajardo, Puerto Rico; herein denominated **AS MORTGAGE DEBTORS**

AS PARTY OF THE SECOND SIDE: UNITED STATES OF AMERICA, acting through the farm Service Agency before known as Farmers Home Administration, in accordance with the provisions of the Act of Congress named "Consolidated Farm and Rural Development Act", with main offices in Washington, District of Columbia, United States of America, represented herein by **DON ALVIN GONZALEZ RIVERA**, Social Security Number _____, of legal age, married, to Dana Nancy Janice Diaz Morales, employee, and domiciled in Cayey, Puerto Rico, in his capacity as Supervisor of the Federal Agency aforementioned and whose character is duly credited before the Real Estate Registry; Employer Social Security Number _____; herein denominated **AS MORTGAGE CREDITOR**

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I ATTEST

To the personal knowledge of the appearing parties, from what they say, I attest to their age, legal status, occupation and domicile. They assure me they have the legal capacity necessary for this granting and in consequence thereof, they freely and voluntarily:

State:

FIRST: That the mortgage debtors are presently the fee simple owners of the following properties:

"URBAN:

A. Lot of land located in Barrio Quebrada, Fajardo, of the Municipality of Fajardo, Puerto Rico, marked number (3) and comprised by One Point Zero Sixty Five (1.065) Cuerdas, equivalent to FOUR THOUSAND ONE HUNDRED EIGHTY FOUR POINT ZERO NINETY NINE (4,184.099) **SQUARE METERS**; bound by the North with lot A; by the South with Altamira Development; in the East with Lot B and property of Nicolas Tiburcio; and West with Lot Number TWO (2).

Registered on Page 155 on the back, Volume 301 of Fajardo, Lot Number 12,863, Property Registry, Section in Fajardo.

Manifesting the appearing party which acquired said property through sale made to Nicolas Tiburcio Martinez and Lydia Maria Rivera, according to Deed Number thirty seven (37), granted in Fajardo, Puerto Rico, on February 19, 1988, before Notary Public Nestor Robles Abraham and the same found are affected by a mortgage guaranteed by a promissory note on behalf of the UNITED STATES OF AMERICA, in the amounts of: THIRTY SEVEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$37,750.00), plus FOUR AND HALF PERCENT (4.5%) annual interests,

- 3 -

due at the end of Thirty (30) years, as stated in Deed Number One Hundred Sixty Four (164), granted in Luquillo, Puerto Rico, on May 18, 1990, before Notary Public Carlos L. Davila Coca.

B. URBAN: Lot of land located in Barrio Quebrada, Fajardo, of the Municipality of Fajardo, Puerto Rico, marked number **ONE (1)** with a surface of ONE POINT ZERO ZERO (1.00) **CUERDAS** equivalent to THRER THOUSAND NINE HUNDRED THIRTY POINT THREE HUNDRED SIXTY SIX (3,930.366) SQUARE METERS. Bound by the North with lot number Four (4) and lot A; by the South with Altamira Development; by the East with Lot number Two (2); by the West with Don Carlos Robles.

Appearing party state they acquired said property through sale made to Nicolas Tiburcio Martinez and Lydia Maria Rivera, according to Deed Number one hundred and fifty two (152), granted in Fajardo, Puerto Rico, on December 19, 1982, before Notary Public Nestor Robles Abraham and the same found are affected by a mortgage guaranteed by a promissory note on behalf of the CREDIT CORPORATION AND COMMERCIAL DEVELOPMENT AND AGRICULTURE OF PUERTO RICO, in the amounts of: SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$17,820.00), plus SEVEN PERCENT (7%) annual interests, due at the presentation, according to Deed number Four (4), granted in San Juan, Puerto Rico, on February 6, 1991, before Notary Public Raul J. Tous Bobonis.

SECOND: that both properties found affects the mortgage guaranteed by a promissory note on behalf of the UNITED STATES OF AMERICA, in the amounts of NINETY THOUSAND DOLLARS (\$90,000.00) plus FIVE PERCENT (5%) annual

- 4 -

interests, due at the end of seven (7) years, as written in Deed Number One Hundred and Sixty Three (163), granted in Luquillo, Puerto Rico, on June 19, 1991, before Notary Public Carlos L. Davila Coca and after this obligation was re-amortize through Deed Number Two Hundred Thirty Three (233), dated September 8, 1993, before Notary Public Carlos L. Davila Coca. This re-amortize debt shows a principle and interest balance on the date of granting the new instrument in the amount of ONE HUNDRED AND SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT AND SIXTY EIGHT CENTS (\$106,758.68).

RE-AMORTIZATION AND MODIFICATION

MORTGAGEES keep stating that they have agreed with mortgage creditors to re-amortize both debts aforementioned in accordance with the Act of Congress known as FARMERS HOME ADMINISTRATION ACT of 1961 and they perform said re-amortizations in accordance with the following:

CLAUSES AND CONDITIONS

ONE: From the date the deed is granted, balance of ONE HUNDRED SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT AND SIXTY EIGHT CENTS (\$106,758.68), shall constitute a new principle and the same shall accumulate interest at the rate of FIVE PERCENT (5%) annual and shall be from said principle and interests repaid in a period of FIFTEEN (15) years, in the following manner:

a. Three partial payments in the amount of THREE THOUSAND THREE HUNDRED AND SEVENTY FOUR DOLLARS (\$3,374.00) each one, first installment due for said amount on January 1, 1998; second payment due on January 1, 1999; third

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payment due on January 1, 2000. After thirteen payments in the amount of TWELVE THOUSAND THREE HUNDRED AND SIXTY SEVEN DOLLARS (\$12,367.00) each one, first payment due for this amount on January 1, 2001 and subsequently annual payments in the same amount each one due the January first of each year respectively, being the last payment due and payable on January 1, 2013.

TWO: from the day it is granted the balance debt is THIRTY THOUSAND THREE HUNDRED AND NINETY SIX DOLLARS WITH SIX CENTS (\$30,396.06), constitute a new principle and the same shall earn interest at the rate of THREE AND THREE QUARTERS PERCENT (3.75%), annual and shall be paid within a period of fifteen (15) years in the following manner:

- a. The first three annual payments are deferred and afterwards it shall make payments in the amount of THREE THOUSAND FOUR HUNDRED AND SEVENTY EIGHT DOLLARS (\$3,478.00) each one, first payment due for said amount on January first 2000 and subsequent payments for equal amounts, each due the first of January hereon, last payment due and payable January 1, 2013.

FOURTH: The appearing, NICOLAS TIBURCIO RIVERA and IRMA DAVILA ESTRADA, manifest that all and every one of the clauses, conditions, and stipulations contained or mentioned in the deed of mortgage are of their own and personal knowledge; and in this act in clear, solemn and final manner they bind themselves to comply with all and every one of the clauses, conditions and stipulations required by the Farmers Home Administration (FmHa).

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FIFTH: The appearing party NICOLAS TIBURCIO RIVERA and IRMA DAVILA ESTRADA manifested in the same manner, they have convened with the **MORTGAGE CREDITOR** that both debts herein re-amortize only modify some of the terms in the original debts, but it does not constitute in any case and under any circumstance an extinctive modification of the same, therefore the priority ranks of said mortgages in accordance the same in the PROPERTY REGISTRY may not be and cannot be altered.

ACCEPTANCE

The appearing parties accept this Deed in all of its parts since it reflects all their wishes and I, the Notary Public, made the proper legal admonishments to the appearing parties.

GRANTING AND READING

So they say and grant before me after waiving the right to require instrumental witnesses to this act. Having read the deed out loud to the appearing parties and read by them, they find it according to their wishes and ratify its content, by affixing the initials of their names at the margin of all the pages and they sign their names at the end of the main deed, all in one act, before me, the Notary Public, I ATTEST.

I, the UNDERSIGNING NOTARY PUBLIC ATTEST as to everything stated before.

FOUR SIGNATURE (ILLEGIBLES)

SIGNED, SEALED, FLOURISHED AND RUBRICATED: **REGALADO LOPEZ CORCINO**, Attorney and Notary Public.

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Canceled in the original, the corresponding Internal Revenue stamps and applicable Notary Tax Stamp. The initials of the appearing and of this Notary appear on each of the six (6) pages of the original is sealed and rubricated in all pages.

RE-AMORTIZATION OF MORTGAGE AND MODIFICATION OF PROMISSORY NOTE

I HEREBY CERTIFY: the present is faithful and exact copy of its original under the corresponding number filed in the public instruments record of this notary, to which I remit and to hand to:

UNITED STATES OF AMERICA

"Consolidated Farm And Rural Development Act"

Farmers Home Administration,

Represented by DON ALVIN GONZALEZ RIVERA, interested party, issue first certified copy today April 22, 1997, leaving note on the margin of the main deed, I ATTEST.

SGD./NOTARY PUBLIC

RUBBER STAMP:

Notified today on the grounds
included in the notification legalized
under number _____
(sgd.), P.R. Feb. 16, 2008



CERTIFIED TRANSLATION

DEED NUMBER FIFTY TWO (52)
NOTARY ACT

In the city of Isabel II, Municipality of Vieques, Puerto Rico, on April 8, 2000.

APPEARING

AS PARTY OF THE FIRST SIDE: DON REGALADO LOPEZ CORCINO, Social Security number 580-86-0890, of legal age, married, attorney- notary, and resident of Carolina, Puerto Rico.

STATES

FIRST: Dated April 22, 1997, the Undersigned Notary authorized deed number THIRTY FOUR (34) on **RE-AMORTIZATION OF MORTGAGE AND MODIFICATION OF PROMISSORY NOTE: appearing Don NICOLAS TIBURCIO RIVERA AND DONA IRMA DAVILA ESTRADA, as mortgage debtors; and UNITED STATES OF AMERICA**, acting through conduct of FARM SERVICE AGENCY, before known as Farmers Home Administration, pursuant to the provisions of the Congress Act titled "Consolidated Farm and Rural Development Act", with main offices in Washington-District of Columbia, United States of America, represented in this act by Don ALVIN GONZALEZ RIVERA, in his character as Supervisor of the Federal Agency before mentioned and whose character are duly credited in the corresponding Real Estate Property Registry; employer social security number 80-61-06-4906; herein denominated **AS MORTGAGE CREDITOR**

SECOND: The referred deed number **THIRTY FOUR (34)** was not stated by the Undersigned Notary Public that two payments on behalf of the Mortgage Debtor;

- 2 -

(UNITED STATES OF AMERICA) a accrediting note on the mortgages subscribed by the same was enclosed.

THIRD: The Undersigned Notary Public through this instrument ATTESTS, that two (2) payments aforementioned referred in the Second Paragraph a credited note with modifications performed to the same in terms of balance, type of interests and time to repay, as specified in the referred deed number THIRTY FOUR (34).

FROM ALL OF THE ABOVE stated in this document I, Notary, sign, seal, rubricate, certify and ATTEST.

SIGNED, SEALED, FLOURISHED AND RUBRICATED: **REGALADO LOPEZ CORCINO**, Attorney and Notary Public.

Canceled in the original, the corresponding Internal Revenue stamps and applicable Notary Tax Stamp. The initials of the appearing and of this Notary appear on each of the six (6) pages of the original is sealed and rubricated in all pages.

NOTARY MINUTES

I HEREBY CERTIFY: the present is faithful and exact copy of its original under the corresponding number filed in the public instruments record of this notary, to which I remit and to hand to:

Don NICOLAS TIBURCIO RIVERA AND DONA IRMA DAVILA ESTRADA

Interested party, I issue first certified copy today April 8, 2000, leaving my stamp in the left margin of the main deed, I ATTEST.

(Signed illegible)
NOTARY PUBLIC

(Cancelled Notary Tax Stamp)

- 3 -

(Seal)
Regalado Lopez Corcino
Attorney Notary Public
Vieques, Puerto Rico

(HANDWRITTEN)

On the back of the document Lot: 12,861, registered on page 37, volume 477 of Fajardo, Encumbered by liens from Fajardo Registry in Fajardo, April 7, 2009.

(Illegible)

(Signed illegible)

On the back of the document Lot: 12,863, registered on agriculture system page 34, volume 477 of Fajardo, Encumbered by liens from Fajardo Registry in Fajardo, April 7, 2009.

(Illegible)

(Signed illegible)



USDA-FmHA
Form FmHA 1940-17
(Rev. 10-89)

PROMISSORY NOTE

Name TIBURCIO RIVERA, NICOLAS		KIND OF LOAN Type: <u>OL</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State 63	County 38	
Case No. 63-38	Date 6-19-91	
Fund Code 44	Loan No. 02	
		ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input checked="" type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in Fajardo, Puerto Rico

_____, or at such other place as the Government may later designate in writing, the principal sum of
NINETY THOUSAND dollars

(\$ 90,000.00), plus interest on the unpaid principal balance at the RATE of
Five percent (5.000 %) per annum and

_____ dollars (\$ _____)
 of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 7 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>8,000.00</u>	on <u>1-1-92</u>	;	\$ _____	on _____
\$ _____	on _____	;	\$ _____	on _____
\$ _____	on _____	;	\$ _____	on _____
\$ _____	on _____	;	\$ _____	on _____
\$ _____	on _____	;	\$ _____	on _____
\$ _____	on _____	;	\$ _____	on _____

and \$ 16,632.00 thereafter on 1st. of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 7 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

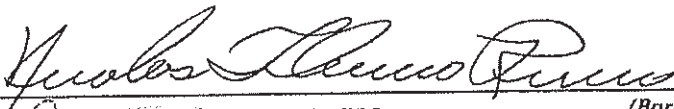
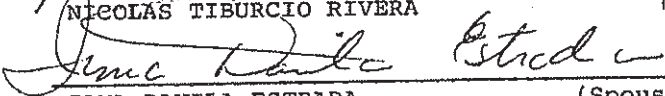
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


 NICOLÁS TIBURCIO RIVERA (Borrower)

 IRMA DAVILA ESTRADA (Spouse)

Barrio Quebrada Fajardo

Fajardo, Puerto Rico 00648

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

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*is a simple
and L. Davila*

NUMERO CIENTO SESENTA Y TRES
NUMBER

HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

En Luquillo, Puerto Rico, hoy día diecinueve (19)-----
del mes de junio del año mil novecientos noventa y uno
(1991).-----

ANTE MI
BEFORE ME

CARLOS L. DAVILA COCA-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Fajardo,
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico----- y oficina en Luquillo, Puerto Rico.-----
and office in Puerto Rico.

COMPARECEN
APPEAR.

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.
voluntary mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-
of America, acting through the Farmers Home Administration,-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to specified portion of the interest pay-

que será designada como "carga anual".
on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----

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qui otros en relación con dicho préstamo, así como también a los beneficios
others connection with said loan, as well as an benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE.
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento para asegurar el
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
 interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
 in case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-
 thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
 mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
 with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
 attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor,

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del Cinco Punto Cero Cero
subparagraph shall bear interest at the rate of

por ciento (5.00) --- 0/0 ---
per cent (0/0) ---

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph on the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, y no cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes.

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called

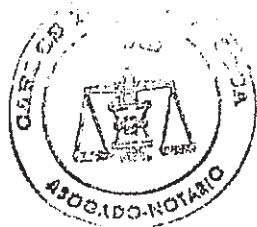
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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deces, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, c
ors, or should the property or any part thereof interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es
without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a
irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos)
to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)
and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.-----
request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario
(Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos
for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-
of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-
the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.-----
attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y
(Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u
enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-
obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del
secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en
said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-
any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)
contained herein or in the note or any supplementary agreement; (two) -----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que ha de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee

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e. importe de cualquier sentencia obtenida por expropiación forzosa para uso
 the amount of any judgment obtained by reason of expropriation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
 use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
 for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
 received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
 of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
 mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
 SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-
 of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
 mortgagor does hereby appraise the mortgaged property in the amount

de CUARENTA Y CINCO MIL DOLARES (\$45,000.00) cada
 of
 propiedad.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
 EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
 considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
 ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
 Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
 not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
 laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
 insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
 NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
 One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
 this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré
 should assign this mortgage without insurance of the note,

NOVENTA MIL DOLARES (\$90,000.00)
 DOLLARS

el principal de dicho pagaré, con sus intereses según estipulados a razón del
 the principal amount of said note, together with interest as stipulated therein at the rate of

Cinco Punto Cero Cero por ciento (---5.00 o/o) anual;
 per cent (---5.00 o/o) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) NOVENTA MIL -----
(A)

----- DOLARES (\$90,000.00) ---
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH.

Tercero:-----
Three:-----

(B) CIENTO TREINTA Y CINCO MIL -----
(B)

----- DOLARES (\$ 135,000.00)
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;-----
Three. In any event and at all times whatsoever:-----

(A) TREINTA Y SEIS MIL DOLARES-----
(A)

(\$ 36,000.00-----) para intereses después de mora:-----
() for default interest:-----

(B) DIECIOCHO MIL DOLARES -----
(B)

(\$ 18,000.00-----) para contribuciones, seguro y otros adelantos para la con-
() for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero:-----
SIXTH, Three:-----

(C) NUEVE MIL DOLARES-----
(C)

(\$ 9,000.00-----) para costas, gastos y honorarios de abogado en caso
() for costs, expenses and attorney's fees in case-----

de ejecución;-----
of foreclosure:-----

(D) NUEVE MIL DOLARES-----
(D)

(\$ 9,000.00-----) para costas y gastos que incurriere el acreedor hipoteca-
() for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----
provided in paragraph (SIXTH, Thirteen.-----

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCELO
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is (are) described as follows:-----

"Pagaré otorgado en el caso número Sesenta y Tres Guión Treinta y Ocho
"Promissory note executed in case number

Guión Cinco Ocho Tres Tres Dos Seis Cuatro Cero Tres -----
63-38-583326403)-----

----- fechado el día -----
----- dated the -----

diecinueve (19) de junio----- de mil novecientos-----
day of ----- nineteen hundred and -----

noventa y uno (1991)----- por la suma de NOVENTA MIL -----
in the amount of -----

(\$90,000.00)----- dólares de principal má
----- of principal plus -----

intereses sobre el balance del principal adeudado a razón del -----
interest over the unpaid balance at the rate of -----

Cinco----- {-----5% } por ciento anual
----- percent per annum

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi
until the principal is totally paid according to the terms, installments,-----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqu
between the borrower and the Government, except that the final installment of the-----

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due-----

a los Siete (7)-----
and payable -----

años de la fecha de este pagaré.-----
years from the date of this promissory note.-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the-----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH,-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue:-----
voluntary mortgage is constituted, is described as follows:-----



CERTIFIED TRANSLATION

---URBAN: Lot located at Quebrada Fajardo Ward, from the municipality of Fajardo, Puerto Rico, marked with number Three (3), comprised by One Point Zero Sixty-five (1.065) cuerdas, equivalent to FOUR THOUSAND ONE HUNDRED AND EIGHTY-FOUR POINT ZERO NINETY-NINE (4,184.099) SQUARE METERS. Bordering upon the North with lot 'A'; upon the South with Altamira Urbanization, upon the East with lot 'B' and Nicolas Tiburcio; and upon the West with lot number Two (2). -----

---Registered at folio One Hundred and Fifty-five (155), of book Three Hundred and One (301) of Fajardo, property number Twelve Thousand Eight Hundred and Sixty-three (12,863), at the Property Registry of Puerto Rico, Fajardo Section.-----

---The appearing parties state that they acquired said property through purchase from Nicolas Tiburcio Martinez and Lydia Maria Rivera Calderon, as provided in deed number Thirty-seven (37) executed in Fajardo, Puerto Rico on February nineteen (19) nineteen eighty-eight (1988), before Public Notary Nector Robles Abraham and that the same has a Mortgage Note on behalf of Banco Popular de Puerto Rico, or at its order, in the amount of FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) interests pursuant to the New York Prime Rate, due upon presentation, pursuant to deed number One Hundred and Thirty-two (132),

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executed in Fajardo, Puerto Rico, on May ten (10) nineteen eighty-eight (1988), before Public Notary Carlos L. Davila Coca, **which will be cancelled through separate document**; and a Mortgage Note on behalf of United States of America, in the sum of THIRTY-TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$32,750.00) plus Four and a Half Percent (4 ½) interest rate per annum, due after thirty (30) years, pursuant to deed number one hundred and sixty-four (164) executed in Luquillo, Puerto Rico, on May eighteen (18) nineteen ninety (1990), before Public Notary Carlos L. Davila Coca.

---URBAN: Lot located at Quebrada Fajardo Ward, from the municipality of Fajardo, Puerto Rico, marked number One (1), comprised by One cuerda (1.00) equivalent to THREE THOUSAND NINE HUNDRED AND THIRTY POINT THREE HUNDRED AND SIXTY-SIX (3,930.366) SQUARE METERS. Bordering upon the North with lot number Four (4) and lot 'A'; upon the South with Altamira Urbanization; upon the East with lot number Two (2); and upon the West with Carlos Robles. -----

---Registered at folio One Hundred and Forty-five (145), of book Three Hundred and One (301) of Fajardo, property number Twelve Thousand Eight Hundred and Sixty-one (12,861), at the Property Registry of Puerto Rico, Fajardo Section.-----

---The appearing parties indicate that they acquired said property through purchase made from Nicolas Tiburcio Martinez and Lydia Maria Rivera, pursuant to deed number One Hundred and Fifty-two (152) executed in Fajardo, Puerto Rico, on October nineteen (19)

--- URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número Tres (3), compuesto de Uno Punto Cero Sesenta y cinco (1.065) Cuerdas, equivalentes a CUATRO MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE (4,184.099) METROS CUADRADOS. En lindes por el Norte, con la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela 'B' y Nicolás Tiburcio; y por el Oeste, con la parcela número Dos (2).-----

--- Inscrita al folio Ciento Cincuenta y Cinco (155), del tomo Trescientos Uno (301) de Fajardo, finca número Doce Mil Ochocientos Sesenta y Tres (12,863), en el Registro de la Propiedad de Puerto Rico, Sección de Fajardo.-----

--- Manifiestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera Calderón, según consta de la escritura número Treinta y Siete (37), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de febrero de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado Néctor Robles Abraham; y que la misma se encuentra afecta a Hipoteca en Garantía de Pagaré a favor de Banco Popular de Puerto Rico, o a su orden, por la suma de CINCUENTA Y DOS MIL DOLARES (\$52,000.00) intereses a razón del New York Prime Rate, con vencimiento a la presentación, según consta de la escritura número Ciento Treinta y Dos (132), otorgada en Fajardo, Puerto Rico, el día diez (10) de mayo de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado Carlos L. Dávila Coca, la cual será cancelada mediante documento separado; y a Hipoteca en Garantía de Pagaré a favor de Estados Unidos de América, por la suma de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DOLARES (\$32,750.00), más intereses a razón del Cuatro y Medio Por Ciento (4 1/2%) anual, con vencimiento a los treinta (30) años, según consta de la escritura número Ciento Sesenta y Cuatro (164), otorgada en Luquillo, Puerto Rico, el día dieciocho (18) de mayo de mil novecientos noventa (1990), ante el Notario Público Licenciado Carlos L. Dávila Coca.-----

--- URBANA: Parcela de terreno en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número Uno (1), compuesto de Una Cuerda (1.00), equivalente a TRES MIL NOVECIENTOS TREINTA PUNTO TRESCIENTOS SESENTA Y SEIS (3,930.366) METROS CUADRADOS. En lindes por el Norte, con la parcela número Cuatro (4) y la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela número Dos (2); y por el Oeste, con Carlos Robles.-----

--- Inscrita al folio Ciento Cuarenta y Cinco (145), del tomo Trescientos Uno (301) de Fajardo, finca número Doce Mil Ochocientos SESENTA y Uno (12,861), en el Registro de la Propiedad de Puerto Rico, Sección de Fajardo.-----

--- Manifiestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la escritura número Ciento Cincuenta y Dos (152), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de octubre de mil novecientos ochenta y dos (1982), ante el Notario Público Licenciado Néctor Robles Abraham; y que la misma se encuentra afecta a Hipoteca en Garantía de Pagaré a favor de Bankers Finance Mortgage Corporation, o a su orden, por la suma de CINCUENTA MIL DOLARES (\$50,000.00), intereses a razón del Diez y Medio Por Ciento (10 1/2%) Anual, con vencimiento el día primero (1ero.) de enero del año dos mil diecinueve (2019), según consta de la escritura número Trescientos Sesenta y Ocho (368), otorgada en San Juan, Puerto Rico, el día dos (2) de diciembre de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado José R. Gómez Alegría. Que la hipoteca antes descrita fue cancelada parcialmente por la suma de VEINTITRES MIL SETECIENTOS TREINTA DOLARES (\$23,730.00), quedando reducida a-----

- 3 -

nineteen eighty-two (1982), before Public Notary Hector Robles Abraham and that the same has a Mortgage Note on behalf of Bankers Finance Mortgage Corporation, or at its order, in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) interests at a rate of Ten and a Half Percent (10 ½%) per annum due on the first (1st) day of January of the year two thousand and nineteen (2019) pursuant to deed number Three Hundred and Sixty-eight (368), executed in San Juan, Puerto Rico, on December two (2) nineteen eighty-eight (1988), before Public Notary Jose R. Gomez Alegria. That the mortgage previously described was partially cancelled by the amount of TWENTY-THREE THOUSAND SEVEN HUNDRED AND THIRTY DOLLARS (\$23,730.00), with an outstanding balance of TWENTY-SIX THOUSAND, TWO HUNDRED AND SEVENTY DOLLARS (\$26,270.00); and Mortgage Note on behalf of "La Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico", or at its order, in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$17,820.00) pursuant to deed number Four (4), executed in San Juan, Puerto Rico on February six (6) nineteen ninety-one (1991), before Public Notary Raul J. Tous Bobonis. -----

---TWELFTH: That appearing in this deed as Mortgage Debtors: NICOLAS TIBURCIO RIVERA, with social security number

[Handwritten signature]

la suma de VEINTISEIS MIL OCHOCIENTOS SETENTA DOLARES -----
(\$26,270.00), y a Hipoteca, Garantía de Pagará a favor de
La Corporación de Crédito y Desarrollo Comercial y Agrícola
Puerto Rico, o a su orden, por la suma de DIECISIETE MIL ---
OCHOCIENTOS VEINTE DOLARES (\$17,820.00), según consta de la
escritura número Cuatro (4), otorgada en San Juan, Puerto Ri
el día seis (6) de febrero de mil novecientos noventa y uno-
(1991), ante el Notario Público Licenciado Raúl J. Tous ----
Bobonis.-----

--- DUODECIMO: Que comparecen en la presente escritura como

Deudores Hipotecarios: DON NICOLAS TIBURCIO RIVERA, cuyo nún
de seguro social es -----

-----) y DOÑA -

IRMA DAVILA ESTRADA, cuyo número de seguro social es -----

----- mayores de edad, casados entr

sí, propietarios y vecinos de Fajardo, Puerto Rico, teniendo

como dirección postal Barrio Quebrada Fajardo, Fajardo, Puert

Rico, Cero Cero Siete Cuatro Ocho (00748).-----

--- DECIMO TERCERO: El importe del préstamo aquí consignado-

se usó o será usado -----

Forma FmHA 427-1(S) PR
(Rev. 10-82)

para fines agrícolas y la construcción y/o renovación y/o mejoras de las instalaciones
for agricultural purposes and the construction and repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro
any Homestead right (Homestead) that presently or in the future

podría tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1961)

L.P.R.A. 1961)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECLIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMA PRIMERA: Que en la hipoteca constituida, cada pro-

piedad responde por la suma de CUARENTA Y CINCO MIL DOLARES

(\$45,000.00) del principal de la hipoteca.

(Rev. 10-82)

ACEPTACIÓN
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

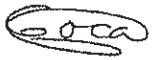
le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

Es copia simple.
Carlos L. Sainza 



TITLE SEARCH

Exhibit 6

ESTUDIOS DE TITULO
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: NICOLÁS TIBURCIO RIVERA

REF: 1521.168

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 12,863, recorded at page 155 of volume 301 of Fajardo, Registry of the Property of Puerto Rico, section of Fajardo.

DESCRIPTION: (As it is recorded in the Spanish language)

URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el #3, en el plano de inscripción. Con un área superficial de **4,972.6620 metros cuadrados, equivalentes a 1.2652 cuerdas**. En lindes por el **NORTE**, con carretera municipal; por el **SUR**, con solar A-33, perteneciente a Angelo Sánchez; con solar A-34, perteneciente a José Castro; con el solar A-35, perteneciente a Noraida Meléndez; con el solar A-36, perteneciente a José Rodríguez; con solar A-37, perteneciente a Millie Romero; con solar A-38, perteneciente a Rafael Santiago; con el solar A-39, perteneciente a Wanda Seguí; y con solar A-40, perteneciente a Rafael Ramos, todos de la urbanización Altamira; por el **ESTE**, con terrenos de la Sucesión de Nicolás Tiburcio Martínez; y por el **OESTE**, con parcela #2, perteneciente a Nicolás Tiburcio.

ORIGIN:

It is segregated from property number 5,033, recorded at page 152 of volume 204 of Fajardo.

TITLE:

This property is registered in favor of NICOLÁS TIBURCIO RIVERA and his wife IRMA DAVILA ESTRADA, who acquired it by purchase from Nicolás Tiburcio Martínez and Lydia María Rivera, at a price of \$10,000.00, pursuant to deed #37, executed in Fajardo, Puerto Rico, on February 19, 1988, before Néctor Robles Abraham Notary Public, recorded at overleaf of page 155 of volume 301 of Fajardo, property number 12,863, 2nd inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Nicolás Tiburcio Rivera and his wife Irma Davila Estrada, over this property, in favor of Farmers Home Administration, in the original principal amount of \$32,750.00, with 4½% annual interests, due on 33 years, constituted by deed #164, executed in Luquillo, Puerto Rico, on May 18, 1990, before Carlos L. Dávila Coca Notary Public, recorded at overleaf of page 156 of volume 301 of Fajardo, property number 12,863, 4th inscription.
2. **MORTGAGE:** Constituted by Nicolás Tiburcio Rivera and his wife Irma Davila Estrada, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$90,000.00, with 5% annual interests, due on 7 years, constituted by deed #163, executed in Luquillo, Puerto Rico, on June 19, 1991, before Carlos L. Dávila Coca Notary Public, recorded at overleaf of page 156 of volume 301 of Fajardo, property number 12,863, 5th inscription.

Reamortized this mortgage, over this property and other, to the sum of \$91,786.49 (\$86,535.11 plus interests), responding this property of \$45,000.00, constituted by deed #233, executed in Luquillo, Puerto Rico, on September 8, 1993, before Carlos L. Dávila Coca Notary Public, recorded at page 157 of volume 301 of Fajardo, property number 12,863, 6th inscription.

PAGE #2
PROPERTY #12,863

**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

PO BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



3. Modified and reamortized terms of the mortgage of the principal amount of \$32,750.00, inscription 4th as follows: As of the date of this grant, the debt whose balance is \$30,396.06, constitute a new principal and it will earn interest at the rate of 3.75% annual, and will be paid for a period of 15 years as follows: The first 3 monthly terms are deferred and then the payments will begin in the amount of \$3,478.00 each, overcoming the first term on January 1, 2000 and subsequent installments for equal amount, due on January 1st of each subsequent year, being the last payment due on January 1, 2013. The parties also wish to amend and reamortize the terms of the mortgage for the principal amount of \$90,000.00 from the 5th inscription, the balance of the principal amount is \$106,758.68 will constitute a new principal amount with 5% annual and paid for a period of 15 years, as follows: Three partial payments of \$3,374.00 each, first payment due on January 1, 1998; the second payment due on January 1, 1999 and the third payment on January 1, 2000; then 13 annual payments of \$12,367.00 each, due the first payment on January 1, 2001 and subsequent annual payments for the same amount, due each one on January 1st of each year, respectively, being the last payment on January 1, 2013, constituted by deed #34, executed in Canóvanas, Puerto Rico, on April 22, 1997, before Regalado López Corcino Notary Public; clarified by deed #52, executed in Vieques, Puerto Rico, on April 8, 2000, before same Notary Public, recorded at page 34 of volume 477 of Fajardo, property number 12,863, 7th inscription.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to April 24, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/srd/ar/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:


1. That my name and personal circumstances are the above mentioned.

2. That on April 24, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

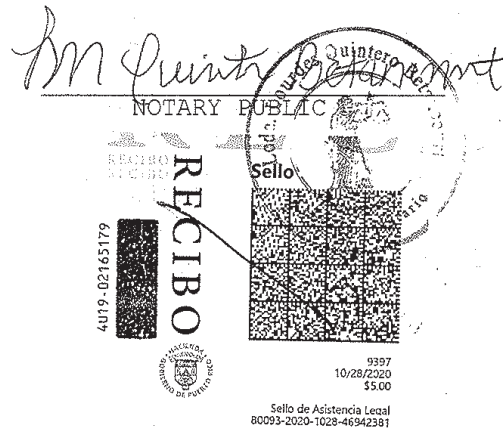
In Guaynabo, Puerto Rico, this 23th day of November of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4388

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



TITLE SEARCH

ESTUDIOS DE TITULO
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143

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CLIENT: NICOLAS TIBURCIO RIVERA

REF: 1521.168

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 12,861, recorded at page 145 of volume 301 of Fajardo, Registry of the Property of Puerto Rico, section of Fajardo.

DESCRIPTION: (As it is recorded in the Spanish language)

URBANA: Parcela de terreno radicada en el Barrio Quebrada de Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el número 1 en el plano de inscripción, con un área superficial **dos mil quinientos treinta y siete punto nueve mil trescientos ochenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (0.6457) cuerdas.** En lindes por el **NORTE**, con la parcela número cuatro (4) propiedad del señor Bonilla y la parcela A, propiedad del señor José Velilla; por el **SUR**, con la Urbanización Altamira; por el **ESTE**, con la parcela número dos (2) propiedad del señor Nicolás Tiburcio; y por el **OESTE**, con terrenos del señor Jimmy Sosa.

ORIGIN:

It is segregated from property number 5,033, recorded at page 204, volume 152 of Fajardo.

TITLE:

This property is registered in favor of NICOLAS TIBURCIO RIVERA and his wife IRMA DAVILA ESTRADA, who acquired it by purchase from Nicolas Tiburcio Martínez and his wife Lydia María Rivera, at a price of \$5,000.00, pursuant to deed #152, executed in Fajardo, Puerto Rico, on October 19, 1982, before Nector Robles Abraham Notary Public, recorded at overleaf of page 145 of volume 301 of Fajardo, property number 12,861, 2nd inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** In favor of Bankers Finance Mortgage Corp., in the original principal amount of \$50,000.00, with 8% annual interests, due on February 1, 1990, constituted by deed #368, executed in San Juan, Puerto Rico, on December 2, 1988, before José R. Gómez Alegría Notary Public, recorded at page 147 of volume 301 of Fajardo, property number 12,861, 5th inscription.
 2. Partially canceled prior to payment of \$23,710.00 to the principal, being reduced to \$26,270.00, by the same document the interest is modified to 10^{1/2}%, from June 1, 1990 till its last payment on January 1, 2019, constituted by deed #191, executed in San Juan, Puerto Rico, on June 27, 1990, before José R. Gómez Alegría Notary Public, recorded at margin of 7th inscription.
 3. **MORTGAGE:** In favor of Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico, in the original principal amount of \$17,820.00, with 7% annual interests, due on presentation, constituted by deed #4, executed in San Juan, Puerto Rico, on February 6, 1991, before Raúl J. Tous Bobonis Notary Public, recorded at page 147 of volume 301 of Fajardo, property number 12,861, 6th inscription.

PAGE #2
PROPERTY #12,861

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

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4. **MORTGAGE:** In favor of United States of America acting as Farmer Home Administration, over this property and other, in the original principal amount of \$90,000.00, responding for \$45,000.00, with 5% annual interests, due on 7 years, constituted by deed #163, executed in Luquillo, Puerto Rico, on June 19, 1991, before Carlos L. Dávila Coca Notary Public, recorded at page 148 of volume 301 of Fajardo, property number 12,861, 7th inscription.
5. **MODIFICATION:** The mortgage from the 7th inscription is modified on September 8, 1993, ascends to the amount of \$86,535.11 of principal, annual interest of 5%, ascendant to the amount of \$5,251.38, for a total amount of \$91,786.49 and which will be paid as follows: On payment of \$1,446.00 on or before January 1, 1994; monthly payments of \$15,863.00 on or before January 1st from the year 1995 to the year 2001, constituted by deed #233, executed in Luquillo, Puerto Rico, on September 8, 1993, before Carlos L. Dávila Coca Notary Public, recorded at page 148 of 301 of Fajardo, property number 12,861, 8th inscription.
6. **MORTGAGE:** In favor of Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico, in the original principal amount of \$35,724.00 with 7% annual interests, due on presentation, constituted by deed #301, executed in Fajardo, Puerto Rico, on March 25, 1995, before Olga Stella Arrillaga Notary Public, recorded at page 149 of volume 301 of Fajardo, property number 12,861, 9th inscription.
7. **MODIFICATION:** Modified and re-amortized the terms of the mortgage from the 7th inscription in the following terms: the principal amount is \$106,758.68, annual interest of 5% and will be paid in 15 years, as follows: Three (3) payments of \$3,374.00, each one, the first payment on or before January 1, 1998, the second payment on or before January 1, 1999 and the third payment on or before January 1, 2000; 13 payments of \$12,367.00, each one, the first payment on or before January 1, 2001 and subsequent to each January 1st of each year, until the final payment on January 1, 2013, constituted by deed #34, executed in Canóvanas, Puerto Rico, on April 22, 1997, before Regalado López Corcino Notary Public; clarified by deed #52, executed in Vieques, Puerto Rico, on April 8, 2000, before same Notary Public, recorded at page 37 of volume 477 of Fajardo, property number 12,861, 10th inscription.
8. **LAWSUIT ANNOTATION:** Executed in the First Instance Court of Fajardo, civil case #NICI200700881, on, May 31, 2007, for reason of Collection of Money and Foreclosure by Willshire Credit Corporation, plaintiff, versus Nicolas Tiburcio Rivera, Irma Davila Estrada and their legal partnership composed by both, defendant, by the amount of \$18,764.38, plus interests and other amounts, recorded at page 37 of volume 477 of Fajardo, property number 12,861, annotation A.
9. **LAWSUIT ANNOTATION:** Executed in the First Instance Court of Fajardo, civil case #NICI201000705, on, November 29, 2010, for reason of Collection of Money and Foreclosure by Banco de Desarrollo Económico para Puerto Rico, plaintiff, versus Nicolas Tiburcio Rivera, Irma Davila Estrada and their legal partnership composed by both, defendant, by the amount of \$32,163.71, plus interests and other amounts, recorded at page 37 of volume 477 of Fajardo, property number 12,861, annotation B and last.

PAGE #3
PROPERTY #12,861ESTUDIOS DE TITULO
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
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REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to April 22, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

mcr/ar/F

Authorized signature

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on April 22, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23th day of November of 2019.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,389

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23th day of November of 2019.

Sello



NOTARY PUBLIC

9397
10/28/2020
\$5.00
Sello de Asistencia Legal
80093-2020-1028-46942397

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Tiburcio Rivera, Nicolas

Case No: 63-038-6403

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of December 18, 2020

Loan Number	43-04
Note Amount	\$ 32,750.00
Original Note Date	5/18/1990
Date of Last Payment	3/09/2015 Offset
Principal Balance	\$ 30,396.06
Unpaid Interest	\$ 26,547.39
Misc. Charges	\$ -
Total Balance	\$ 56,943.45
Daily Interest Accrual	\$ 3.1229
Amount Delinquent	\$ 56,973.45
Years Delinquent	Fully matured

Loan Number	44-05
Note Amount	\$ 90,000.00
Original Note Date	6/19/1991
Date of Last Payment	12/7/2020
Principal Balance	\$ 106,758.68
Unpaid Interest	\$ 124,343.71
Misc. Charges	\$ -
Total Balance	\$ 231,102.39
Daily Interest Accrual	\$ 14.6245
Amount Delinquent	\$ 231,102.39
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

 *Carlos J. Morales*

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department
of Agriculture,
0.9.2342.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.12.18 09:19:51 -04'00'
Adobe Acrobat version: 2020.013.20074

Carlos J. Morales Lugo
LRTF Contractor
December 18, 2020



Status Report
Pursuant to Servicemembers Civil Relief Act

Exhibit 9

SSN: XXX-XX-6403
Birth Date:
Last Name: TIBURCIO RIVERA
First Name: NICOLAS
Middle Name:
Status As Of: Jan-05-2021
Certificate ID: YGZBY73J2X70KJJ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4146
Birth Date:
Last Name: DAVILA ESTRADA
First Name: IRMA
Middle Name:
Status As Of: Jan-05-2021
Certificate ID: 3HQBHQ558DYC535

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

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Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

NICOLAS TIBURCIO RIVERA, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Tiburcio-Dávila
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

V.

NICOLAS TIBURCIO RIVERA, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* IRMA DAVILA ESTRADA
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

V.

NICOLAS TIBURCIO RIVERA, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NICOLAS TIBURCIO RIVERA
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 was received by me on *(date)* _____.

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 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 3908, Guaynabo, PR 00970
Tel. 787-751-5290

DEFENDANTS

NICOLAS TIBURCIO RIVERA, et als.

County of Residence of First Listed Defendant Fajardo, P.R.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 490 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/07/2021

SIGNATURE OF ATTORNEY OF RECORD

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE